

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

DASH MANAGEMENT, INC.,
a Florida corporation,

Plaintiff,

Case No.

v.

CRAIG ARD, an individual, and
SPARTAN FIBER, LLC,
a Texas limited liability company,

Defendants.

COMPLAINT

NOW COMES Plaintiff, DASH MANAGEMENT, INC., a Florida corporation (“Plaintiff”), by and through its undersigned attorneys, and hereby brings this Complaint against Defendants, CRAIG ARD, an individual (“Ard”), and SPARTAN FIBER, LLC, a Texas limited liability company (“Spartan,” and with Ard, “Defendants”).

PARTIES, JURISDICTION, AND VENUE

1. Plaintiff is a Florida corporation with its principal place of business located in Deerfield, Illinois.
2. Ard is an individual who is a citizen of Texas.
3. Spartan is a Texas limited liability company with its principal place of business located in Seguin, Texas.
4. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1332 as there is complete diversity between the parties and the amount in controversy exceeds \$75,000.00.

5. This Court has personal jurisdiction over Defendants in this matter as Defendants entered into a Promissory Note (the “Note”) dated July 5, 2017, which provided that actions related to the Note would take place in courts located in Chicago, Illinois and the performance of the Note took place in Chicago, Illinois.
6. Venue is proper in the United States District Court for the Northern District of Illinois under 28 U.S.C. § 1391 because Defendants agreed to the venue of any court located in Chicago, Illinois in the July 5, 2017 Note and the events and omissions giving rise to the claims herein occurred within this district.

COUNT I – BREACH OF CONTRACT

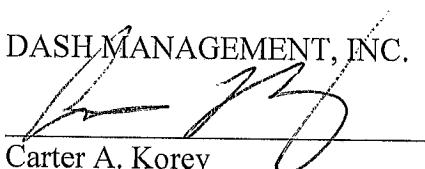
7. On or about July 5, 2017, Defendants executed the Note, whereby Defendants promised to pay to Plaintiff \$112,000.00 in full on or before September 16, 2017. A copy of the Note is attached hereto and made a part hereof as Exhibit “A.”
8. Defendants have failed to make said payment due under the Note.
9. On October 12, 2017, Plaintiff provided Defendants with written notice declaring that \$112,000.00 of the Outstanding Amount due under the Note was immediately due and payable. A copy of the October 12, 2017 letter is attached hereto and made a part hereof as Exhibit “B.”
10. Pursuant to the terms of the Note, upon an Event of Default, Defendants shall pay to Plaintiff interest on the amount of principal due and outstanding, plus the Interest Payment, at the greater of 24% per annum or the highest rate permitted under applicable state law.
11. Pursuant to the terms of the Note, Defendants shall pay to Plaintiff a daily late charge of .25% of the Outstanding Amount of principal and Interest Payment remaining on the Maturity Date.

12. Pursuant to the terms of the Note, Defendants shall pay all fees and expenses incurred by Plaintiff, including reasonable attorney's fees, in connection with the enforcement of Plaintiff's rights under the Note.

WHEREFORE, Plaintiff, Dash Management, Inc., a Florida corporation, respectfully requests that this Court enter judgment in its favor and against Defendants, Craig Ard, an individual, and Spartan Fiber, LLC, a Texas limited liability company, jointly and severally, in an amount to be determined at trial of no less than \$112,000.00, award Plaintiff interest and late charges, its reasonable attorney's fees and costs, and such further relief as this Court deems equitable and just.

Respectfully submitted,

DASH MANAGEMENT, INC.


Carter A. Korey
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Attorneys for Plaintiff